

# Exhibit A

### **CONSTRUCTION AND RECLAMATION SERVICES AGREEMENT**

THIS Construction and Reclamation Services Agreement is between Blackjewel L.L.C. (the Company) and Construction & Reclamation Services, LLC (the Contractor) and shall be effective as of the 1 day of January 2019. Contractor and Company are sometimes referred to hereafter collectively as "Party" or "Parties" and both hereby agree as follows:

#### **1. SCOPE OF WORK**

Contractor shall complete the work on all properties as directed by Company, while acting as an independent contractor and maintaining insurance in place common in the industry. Contractor agrees to complete the work in a workman like manner utilizing modern methods acceptable to both Contractor and Company. The work shall include, but not be limited to:

- A. Maintenance of all Idle Properties of Company
- B. Reclamation of all Idle Properties of Company
- C. Construction and/or Maintenance on an as-needed basis for active operations as designated by Authorized Management of Company

#### **2. TERM**

The term of this agreement shall be for two three-year terms and shall commence upon the effective date written above. The agreement may be extended for two (2) additional three-year terms upon thirty days' written notice from Company to Contractor.

#### **3. TERMINATION**

The agreement can be terminated by either party for any reason whatsoever provided that sixty (60) days' notice is provided, in writing, to the addresses listed below. In addition, in the event that Company fails to make a payment within thirty (30) days of its due date, Contractor reserves all remedies available at law, including the termination of this agreement for such non-payment.

#### **4. PAYMENT**

The Company agrees to pay Contractor, in exchange for work and services provided hereunder, Contractor Costs plus 10% to cover all expenses. The Contractor agrees to maintain an open book policy at all times for accounting inspections upon request by the Company, which request shall permit reasonable time and place for inspection. Payment terms shall be paid upon invoiced work and within thirty (30) days of request, unless otherwise mutually agreed to, in writing, by the parties.

#### **5. INDEMNIFICATION AND COMPLIANCE WITH LAWS AND REGULATIONS**

The Contractor agrees to defend and indemnify the Company for any all actions, suits, or other matters which relate to its presence on the property. The Company agrees to defend and indemnify the Contractor for any and all actions, suits, or other matters which relate to its presence on the property. The Contractor shall indemnify and defend the Company and all related entities against all claims of any kind and/or suits, by any employees of Contractor or its subcontractors arising out of or in consequence of performance hereunder regardless of allegations of the suit or claim. Contractor releases Company and all related entities for any damage to any of its material, machinery, equipment or other property,

except where such damage is caused by the sole negligence of the Company. Contractor agrees to comply with all applicable laws and regulations and train its employees according to the laws and regulations.

#### **6. NOTICES**

Written Notices shall be sent as follows:

If to Contractor: Construction & Reclamation Services, LLC  
1051 Main Street, Suite 100  
Milton, WV 25541

If to Company: Blackjewel L.L.C.  
1051 Main Street, Suite 300  
Milton, WV 25541

#### **7. AMENDMENTS**

No amendment of this agreement shall be valid or enforceable unless agreed to in writing by both parties.

#### **8. SEVERABILITY**

If any provision in this agreement is held invalid or unenforceable the remaining provisions shall remain in full force and effect.

#### **9. CHOICE OF LAW**

The parties hereto agree and irrevocably submit to jurisdiction and venue to the West Virginia State Circuit Court in Cabell County, West Virginia and agree to apply West Virginia law.

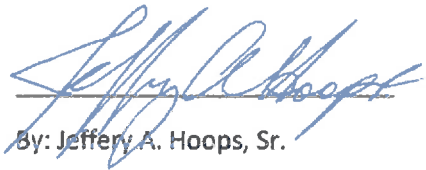
#### **10. ENTIRE AGREEMENT**

This agreement and the other documents referenced herein constitute the complete and final expression of the agreement between Company and Contractor. This agreement supersedes all prior negotiations, proposals and agreements, either oral or written, between the parties, and shall govern all transactions, rights, duties and remedies between the parties under this agreement.

[SIGNATURE PAGE TO FOLLOW]

Signed this 1 day of January 2019

**Blackjewel L.L.C.**



By: Jeffrey A. Hoops, Sr.

Its: President

Date: 01/01/2019

**Construction & Reclamation Services, LLC**



By: Todd Tackett

Its: President

Date: 01/01/2019